

A. Land Development Manual Contract Amendment – King Engineering, Inc.



February 24, 2022

Placer County LDM Phase 1

Attn. Claudia Wade, Engineering Manager
Community Development Services Division
3091 County Center Drive, Suite 160
Auburn, CA 95603

Sent via email only: [cwade@placer.ca.gov]

**RE: CONTRACT NO. SCN103873
PROPOSAL FOR ADDITIONAL SERVICES, ADDENDUM #3
MODIFY AND ADD ADDITIONAL EXTERNAL AND INTERNAL STAKEHOLDER MEETINGS
Placer County, CA**

Dear Ms. Wade,

King Engineering, Inc. (KEI) has been working with Placer County on the Phase 1 Land Development Manual (LDM) update. KEI has completed the 1st Admin Draft update effort of the Phase 1 scope of work, consisting of redlined text and plate edits, and issued those in December 2021 for review and comment to both external and internal stakeholders.

Both external and internal stakeholders have subsequently requested additional review time, recently granted by the County. External stakeholders have also recently raised detailed questions and requested additional opportunity to meet with County and Consultant to discuss further the proposed updates.

As County desires a transparent public outreach process, and feedback from external stakeholders is critical to making effective and industry-standard changes to the LDM, the County has agreed to add additional external stakeholder outreach sessions. Additionally, the County has similarly requested additional internal outreach sessions be added as well, so that County departments also are afforded additional review and discussion opportunities given the importance of this update effort. Accordingly, this Addendum #3, in the amount of **\$43,950**, will add additional external and internal outreach sessions as necessary to afford ample critiquing and review of pending LDM changes.

Thank you for the opportunity to provide this proposal to conduct additional tasks related to the Placer County LDM project. The work proposed in this Additional Services Proposal would extend our services to include providing a Task 1F internal/external stakeholder outreach workshop for the proposed Phase 1 LDM update.

Our office has been providing civil engineering services throughout northern California for over 35 years on scores of complicated projects and we look forward to contributing as part of the project team. If this proposal meets with your approval, please let us know and we'll work with the County to secure a standard County Contract for this Addendum #3 to be added to the current base contract.

This proposal is valid for 30 days. Attached Exhibit A presents our Scope of Work, while Exhibits B and C present our Terms and Fee Schedule, respectively. This package is provided to offer you a complete picture of the services to be rendered, deliverables, expectations, and conditions and liabilities.

Thank you for this opportunity. If you have any questions about this proposal, please do not hesitate to call.

Sincerely,

KING ENGINEERING, INC.



Russell A. King, P.E. (C54274)
President

Enclosures

Exhibit A – Scope of Services

Exhibit B – Terms

Exhibit C – Fee Schedule

EXHIBIT 'A'
SCOPE OF SERVICES
Addendum #3 to the Agreement for the
PLACER COUNTY PHASE 1 LDM UPDATE
Add Tasks for Additional Internal and External Meetings and Outreach Workshops

This Addendum #3 is made to the Agreement for the **PLACER COUNTY PHASE 1 LDM UPDATE, Placer County, CA** (Agreement) executed on June 24, 2021, by and between **King Engineering, Inc.** (King, KEI) and **Placer County** (Client, County). This Addendum adds additional services to provide additional external and internal outreach sessions as requested by the County in response to stakeholder input received in response to the 1st administrative draft comments. Given the substantial comments received and myriad suggested changes proposed County has determined that additional outreach sessions are necessary to fully vet and bring forward LDM updates that are reflective of current industry standards.

ADDITIONAL TASKS

TASK 3B ONE ADDITIONAL INTERNAL MEETING

(KEI Job #21-12-03B) King Engineering will coordinate with County staff to conduct two internal meetings as part of this task. The base budget already included one internal meeting so this Addendum #3 adds a second internal meeting to this task. The additional meeting is being added as two County departments, ESD and EE, have significant comments on the 1st Admin Draft LDM update, so the County has requested an additional internal meeting be added so that each department can be addressed independently to allow sufficient time to review the comments.

Deliverables: Add an additional internal meeting to this existing Task 3B

Fixed Fee for Task 3B = \$2,100

TASK 3B-1 THREE ADDITIONAL EXTERNAL STAKEHOLDER OUTREACH WORKSHOPS

(KEI Job #21-12-03B-1) King Engineering will coordinate with and support AIM Consulting to conduct three additional external stakeholder outreach sessions to discuss comments generated during the 1st Admin Draft LDM update comments as part of this new Task 3B-1. The external stakeholders have indicated a desire for County to allow more time and detailed review of this update given the importance of bringing the LDM up to current industry standards, and have requested additional opportunity to meet with County and Consultant to review the proposed changes. As such, the County has requested that a task be added for external meetings to occur after review and compilation of the 1st Admin Draft comments, one meeting designated for each LDM section update topic, 1) Streets, 2) Drainage, and 3) Sewers. Given the extensive breadth of comments received the County feels that breaking the outreach sessions into respective topics will allow a more diligent and careful review of the proposed changes relative to each specific section.

Deliverables: Add Task 3B-1 to conduct three additional external public outreach workshops

Fixed Fee: \$19,750: (King Engineering; \$6,000, AIM: \$11,000; King project support: \$1,100; King subconsultant 15% markup: \$1,650)

TASK 3E TWO ADDITIONAL INTERNAL MEETINGS

(KEI Job #21-12-03E) King Engineering will coordinate with County staff to conduct two internal meetings as part of this new Task 3E. The two additional internal meetings will be conducted following comments generated during the 2nd Admin Draft LDM update. As this LDM update effort is taking on considerable proposed changes County staff desires additional meeting time with Consultant to review the changes to assure County staff is fully aware of the proposed changes, and that future County maintenance operations are properly situated to account for proposed changes that will be promulgated with these LDM changes.

Deliverables: Add two additional internal meetings as a new Task 3E

Fixed Fee: \$4,300

TASK 3F TWO ADDITIONAL EXTERNAL STAKEHOLDER OUTREACH WORKSHOPS

(KEI Job #21-12-03F) King Engineering will coordinate with and support AIM Consulting to conduct two additional external stakeholder outreach sessions to discuss comments generated following the 2nd Admin Draft LDM update comments. The external stakeholders have indicated a desire for County to allow more time and detailed review of this update given the importance of bring the LDM up to current industry standards. As such, the County has requested that a task be added for up to two external meetings to occur after release of the 2nd Admin Draft comments.

Deliverables: Add Task 3F to conduct two additional external public outreach workshops

Fixed Fee: \$14,300: (King Engineering; \$4,000, AIM: \$8,250; King project support: \$815; King subconsultant 15% markup: \$1,235)

TASK 3G PREPARE A “WESTERN PLACER URBANIZED STANDARDS” GEOGRAPHIC MAP

(KEI Job #21-12-03G) King Engineering will prepare a “Western Placer Urbanized Standards” geographic map based on the County’s parcel base. County has requested that King Engineering add this graphic to identify census-designated urban areas to which the Western Placer Urbanized Standards will apply. The graphic is a step toward meeting the County’s obligation under state mandates for implementing urban and infill standards to help promote increased housing stock. The graphic will be linked in the updated textual portions of the LDM as a reference source and can be used going forward by the County to identify and catalog urban developments as they come online.

Deliverables: Add Task 3G to prepare a Western Placer Urbanized Standards graphic

Fixed Fee: \$3,500

Addendum #3 brings the total contract to the following cost:

Base Budget = \$87,545

Addendum #1 (Item 1F) = \$5,720, approved by County 8/10/2021

Addendum #2 (Item 1G) = \$1,950, approved by County 10/5/2021

Addendum #3 (Item 3B, 3B-1, 3E, 3F, 3G) = \$43,950 pending approval

Total Revised Base Budget (Add #1 + Add #2 + Add #3): **\$139,165**

EXHIBIT 'B'

Terms

<u>Retainer</u>	No retainer will be required for this project. Fees covered under this proposal will be billed monthly, as the work progresses, either on a time and material basis or if based upon a fixed fee, the percentage of work as completed. The hourly rates, shown on Exhibit "C" are subject to change without notice.
<u>Changes</u>	All changes or revisions in the scope of work, (including changes in design which are a result of inaccurate information or details as provided by the client) as requested by the client or their agent will be considered as additional consulting services and shall be billed as extra work, these additional consulting services will be provided on a time and materials basis per Exhibit "C".
<u>Project Restart Fee</u>	Because of substantial costs incurred by King Engineering, Inc. to stop and restart a project once it is underway, should this project's progress be halted at any time for 30 or more days by the client, for any reason, a project restart fee of \$350.00, or 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.
<u>Invoices</u>	Invoices for the above work are due and payable upon presentation and are delinquent 30 days thereafter. As authorized in California Civil Code Section 3319(a), Client hereby agrees to pay late charges of 1-1/2% per month for delinquent accounts. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs King Engineering will incur by reason of late payment by Client. Acceptance of such late charge by King Engineering will in no event constitute a waiver of Client's default with respect to such overdue amount, nor prevent King Engineering from exercising any of the other rights and remedies granted hereunder, including the right to enforce cross default rights. (In other words, if the client is delinquent on an individual project, work on <u>all</u> projects may be withheld until delinquent account is brought current.)
<u>Discrepancies</u>	Client agrees to furnish King Engineering written notification of any apparent discrepancies and the estimated cost to remedy at least 48 hours prior to authorizing the remedial work, if any. In the absence of such notification, King Engineering accepts no fiscal responsibility for remedial work.
<u>Signage</u>	Client also authorizes King Engineering to place a sign on the property indicating their participation in the project. If this is not acceptable, please initial here: _____.
<u>Validity</u>	This proposal will be valid for 30 days after being submitted by consultant. Failure of either party to approve this proposal by that date may render it void.



EXHIBIT 'C'

FEE SCHEDULE – 2022

Hourly rates and billing schedule

<i>Classification</i>	<i>Hourly Rate</i>
Project Principal, P.E.	\$ 235.00
Sr. Project Manager, P.E.	195.00
Project Manager	175.00
Sr. Civil Engineer, P.E.	180.00
Associate Engineer	145.00
Staff Civil Engineer, EIT	125.00
Engineering Technician	115.00
AutoCAD Technician with computer	105.00
Outside Consultants and Services	Cost + 15%
Expert Witness, Legal Consultation, Depositions (3-hour minimum)	\$ 385.00

Expenses (e.g. reproduction costs, CAD plots, courier delivery, mileage, etc.), will be billed separately as "Reimbursable Expenses".

All time over eight (8) hours per weekday and all weekend and holiday time for personnel will be billed at one and one-half (1½) times the regular rate. This fee schedule is subject to annual revisions due to labor adjustments. Mileage will be billed at the rate of \$0.75 per mile. All charges, direct expenses and fees paid by this office to others on behalf of the client shall be billed at cost of the charge, direct expense or fee plus fifteen percent (15%) for handling and accounting.

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE COUNTY OF PLACER AND KING ENGINEERING, INC.**

CONTRACT NO:
DEPARTMENT: **Community Development Resources Agency, Community
Development Services Division**
CONSULTANT: **CONSULTING FIRM**
DESCRIPTION: **LAND DEVELOPMENT MANUAL – PHASE 1**

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter “County”) and King Engineering, Inc. (hereinafter “Consultant”, collectively “Parties”).

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Consultant be retained for the purpose of updating necessary standard and specifications for roadway, storm, and sewer design in West Placer area for the Land Development Manual – Phase 1.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth below, Consultant shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County’s total fiscal obligation under this Agreement shall not exceed Eighty-Seven Thousand Five Hundred Forty – Five and No/100 Dollars **(\$87,545)**.

In consideration of the services provided by Consultant and in accordance with the terms, conditions, and specifications set forth in this Agreement, County shall make payment to Consultant based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Consultant, Consultant agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Consultant is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from June 25, 2021 to June 25, 2023.

4. Exhibits; Merger Clause; Amendments

This following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Work
Exhibit B: Payment Terms

This Agreement, including the Exhibits and Attachments, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this agreement without cause by providing 30 days advance written notice to the other Party. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Consultant shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Consultant as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Consultant agrees and understands that the work/services performed under this Agreement are performed as an independent Consultant and not as an employee of County and that neither Consultant nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees. Consultant specifically acknowledges that it and any of its workers are not employees of the County pursuant to Labor Code sections 2775(b) and that it meets all twelve of the criteria for the business-to-business exception contained in Labor Code section 2776, subsection (a).

Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Consultant or County or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Consultant shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Consultant under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Consultant shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by

disease.

If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Consultant.

Consultant shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

- (i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Consultant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Contractual liability insuring the obligations assumed by Consultant in this Agreement.
- (ii) One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
- (iii) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a. One million dollars (\$1,000,000) each occurrence
 - b. Two million dollars (\$2,000,000) aggregate
- (iv) If Consultant carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
 - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - b. One million dollars (\$1,000,000) for Products-Completed Operations
 - c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- (v) Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Consultant shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Placer, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Consultant subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. Additional Insurance Requirements

- (i) **Premium Payments**: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (ii) **Policy Deductibles**: The Consultant shall be responsible for all deductibles in all of the Consultant's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- (iii) **Consultant's Obligations**: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- (iv) **Verification of Coverage**: Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (v) **Material Breach**: Failure of the Consultant to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. **Compliance with Laws**. All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Consultant shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Consultant shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Consultant must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Consultant shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Consultant or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Consultant shall retain titles, rights, and interests in any underlying template documents.

12. Records; Right to Monitor and Audit

Consultant shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Consultant of any potential federal and/or state exception(s) discovered during such examination. County will follow-up and ensure that the Consultant takes timely and appropriate action on all deficiencies.

13. Governing Law; Jurisdiction; Venue

The Parties enter into this Agreement in the County of Placer, California. The laws of the State of California shall govern its interpretation and effect. The parties agree that Placer County Superior Court is the proper venue for any dispute related to the Agreement.

14. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Claudia Wade, Engineering Manager
Address: Community Development Services Division
3091 County Center Drive
Auburn, CA 95603
Telephone: 530-745-3017
Email: cwade@placer.ca.gov

In the case of Consultant, to:

Name, Title: Russell King, President
Address: King Engineering, Inc.
200 Auburn Folsom Rd, Suite 201
Auburn, CA 95603
Telephone: (530) 272-8328
Email: Russell.King@King-Engineering-Inc.com

15. Conflicts of Interest

Consultant certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Consultant attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Consultant shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Consultant agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

16. Licenses, Permits

Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant and/or its employees to practice its/their profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement,

any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

17. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

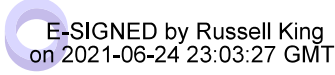
18. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

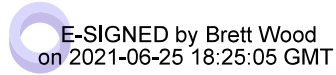
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

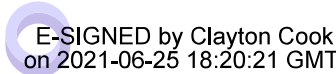
**KING ENGINEERING, INC.
("CONSULTANT")***


Signature
Russell King
Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: June 24, 2021

Signature
Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

COUNTY OF PLACER ("COUNTY")


Brett Wood, Procurement Manager Placer County
Date: June 25, 2021

Approved as to Form Office of Placer County Counsel

Date: June 25, 2021

EXHIBITS:

Exhibit A: Scope of Work
Exhibit B: Payment Terms

*If Consultant is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Consultant is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF WORK

The Scope of Work includes the following tasks to update the Land Development Manual:

Task 1: Preliminary Work

- A. Meet with County Administrator, define schedule and timeline.
- B. Set the format for the Phase 1 LDM update, focusing on "West Placer" standards, but at same time creating a format that can be expandable to allow future LDM updates.
- C. Identify both internal and external stakeholders, and create a blueprint for stakeholder input.
- D. Research neighboring jurisdiction's standards, particularly those with urban/suburban standards that abut West Placer development, such as Sacramento County, City of Roseville, and City of Lincoln. Assess the neighboring standards for viability of use for housing developments of similar nature in West Placer County.
- E. Conduct an internal "fact-finding" effort to identify and organize existing Placer County Specific Plan standards and guidelines that may be applicable to West Placer development. These Specific Plan standards and guidelines, having been approved by the Placer County Board of Supervisors, albeit project or specific plan-focused, will serve as the first "cut" of the West Placer development updates that will represent the crux of this Phase 1 project.

Task 2: Initial Stakeholder Meetings and 1st Administrative Draft LDM Update

- A. Meet with internal County stakeholders to discuss our LDM update approach, garner staff's thoughts on development standards that may need to be updated for West Placer, and solicit their thoughts as to what those updated standards might entail.
- B. Based on information derived from internal stakeholders and those relevant published standards of adjacent jurisdictions, create the 1st Administration Draft LDM update, in track-change format. Included will be both textual LDM proposed changes as well as proposed changes to applicable design plates.
- C. Disseminate the 1st Admin track-change version of the LDM update to both internal and external stakeholders.
- D. After a review period hold an external stakeholder workshop to review the proposed LDM updates and solicit feedback of those changes from the external stakeholders. Allow also for a written comment period up to 15 days following the external stakeholder meeting.

Task 3: Prepare 2nd Administrative Draft LDM Update

- A. Compile all 1st Admin Draft LDM Update comments received to date. Correlate those comments back to the three main focus areas of this Phase 1 project, namely Sewers, Roads and Storm Drainage. Create a matrix of the comments for ease of review and discussion.
- B. Meet a second time with internal County stakeholders to review feedback and comments received from the external stakeholder meeting. The focus of this second internal stakeholder meeting will be to weigh the relevancy and importance of the proposed changes and associated stakeholder feedback, and begin to congeal the proposed changes into an acceptable end product.
- C. Revise the 1st Administrative Draft document into a 2nd Administrative Draft document.
- D. Disseminate to internal and external stakeholders the 2nd Administrative Draft document for a final comment review cycle. Include with the document a summary of the changes made, including those suggestions that were collected during stakeholders meeting and the actions taken, including explanation for actions dismissed or modified. Provide a 15-day final review period.

Task 4: Final Public Draft Document/Board of Supervisors Hearing

- A. After the 2nd Administrative Draft review period lapses, update the document into a Final Public Draft review document.
- B. Present the Final Public Draft review document to the Board for adoption.

Task 5: Consolidate and Publish the Final Public Document

- A. Based on comments/questions received from Board Supervisors, and any remaining public comment received at the Board Hearing, create the final LDM Update document and publish the Final Document on the County's website. In addition to website publishing, include also notification to all holders of the LDM of the updated version, and where they can find and download the updated version.

**EXHIBIT B
PAYMENT TERMS**

Based on the Scope of Work delineated in Exhibit A, below is the cost per Task and Schedule of Hourly Rates. The Budget Line Items identified below are for outlining purposes, but County staff retains the authority to reallocate budget line items between the tasks listed below within their sole discretion and without an amendment to the Agreement.

Task	Description	Cost
Task 1	Preliminary Work	\$19,808
Task 2	1 st Administrative Draft	\$30,500
Task 3	2 nd Administrative Draft	\$19,868
Task 4	Final Public Draft	\$13,955
Task 5	Publish	\$2,144
Direct Expenses	Expenses	\$1,300
Total		\$87,545

The Hourly Rates Schedule is noted below. Expenses are charged on a time and materials basis.

KING ENGINEERING FEE SCHEDULE – 2021
Hourly rates and billing schedule

Classification	Hourly Rate
Project Principal, P.E.	\$ 220.00
Sr. Project Manager, P.E.	180.00
Project Manager	160.00
Sr. Civil Engineer, P.E.	165.00
Associate Engineer	135.00
Staff Civil Engineer, EIT	115.00
Engineering Technician	105.00
AutoCAD Technician with computer	95.00
Outside Consultants and Services	Cost + 15%
Expert Witness, Legal Consultation, Depositions (3-hour minimum)	\$ 360.00

Expenses (e.g. reproduction costs, CAD plots, courier delivery, mileage, etc.), will be billed separately as "Reimbursable Expenses".

All time over eight (8) hours per weekday and all weekend and holiday time for personnel will be billed at one and one-half (1½) times the regular rate. This fee schedule is subject to annual revisions due to labor adjustments. Mileage will be billed at the rate of \$0.75 per mile. All charges, direct expenses and fees paid by this office to others on behalf of the client shall be billed at cost of the charge, direct expense or fee plus fifteen percent (15%) for handling and accounting.

Rate Sheet



**Hourly rates for all company/consultant staff
proposed are outlined below:**

Strategic Lead/Principal	\$195.00
Technical Advisor	\$250.00
Graphic Designer	\$120.00
Electronic Communications Design.....	\$140.00
Staff Writer	\$90.00
Project Manager	\$98.00 – \$140.00
Project Coordinator	\$65.00 – \$80.00
Greentech Senior Advisor	\$150.00
Wallrich Creative Lead.....	\$155.00
Count of Languages	\$100.00

AMENDMENT 1

To the Agreement for the PLACER COUNTY PHASE 1 LDM UPDATE SCOPE OF SERVICES

Add Task 1F: Internal/External "Listening" Workshop

This Addendum #1 is made to the Agreement for the **PLACER COUNTY PHASE 1 LDM UPDATE**, Placer County, CA (Agreement) executed on June 24, 2021, by and between **King Engineering, Inc. (King, KEI)** and **Placer County** (Client, County). This Addendum adds additional services to provide a single internal/external public workshop for purposes of hearing early ideas from the public related to the proposed LDM Update, identified as Task 1F "Listening" workshop.

ADDITIONAL TASKS

TASK 1, ITEM F CONDUCT A PUBLIC INTERNAL/EXTERNAL "LISTENING" WORKSHOP

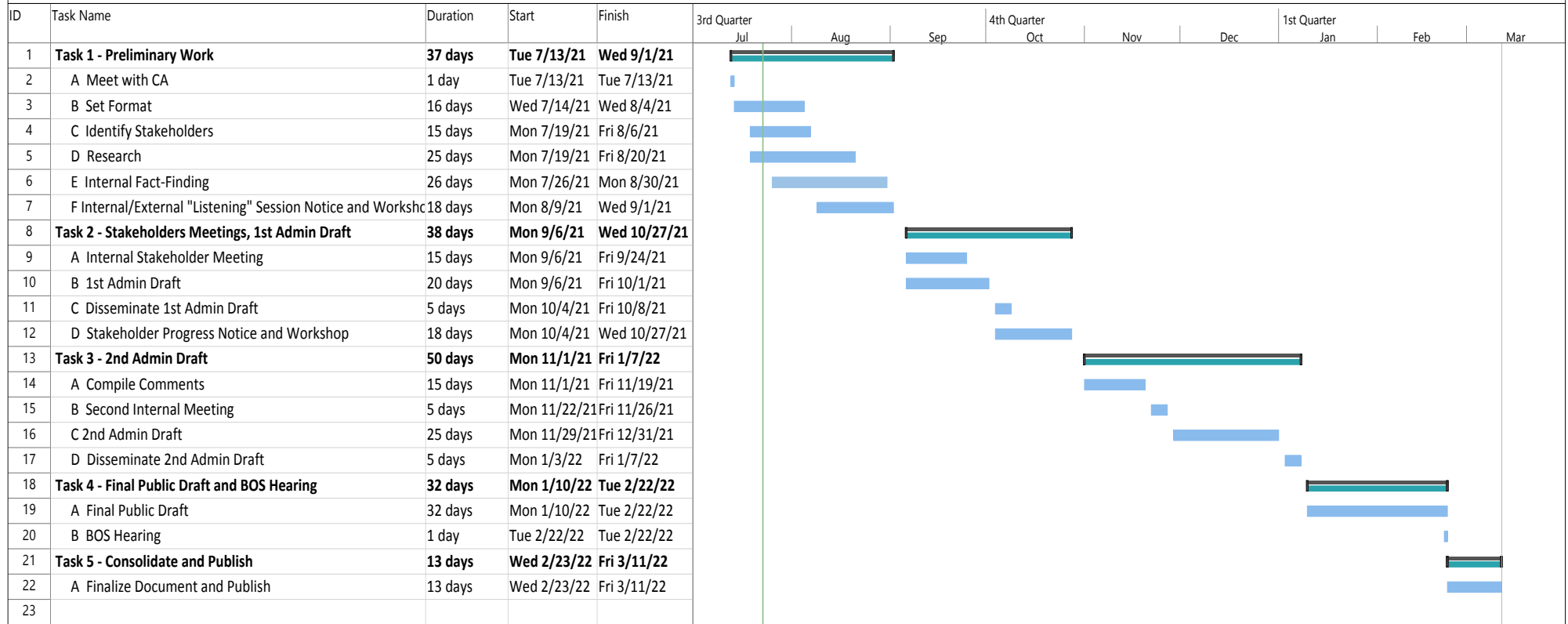
(KEI Job #21-12-01) King Engineering will coordinate with and support AIM Consulting to conduct a front-end internal/external outreach workshop, the intent of this added workshop to provide the public with an early preview of the project and background information, and hear from them as to their initial concepts, what we've termed a "listening" session.

Deliverables: Conduct an internal/external public outreach workshop

FIXED FEE FOR TASKS 1F = \$5,720

Placer County
Brett Ward 8/10/2021

Land Development Manual Update
Preliminary Project Schedule, v. 2



Project: Placer LDM Schedule(1
Date: Fri 7/23/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT 'A'
SCOPE OF SERVICES

To the Agreement for the PLACER COUNTY PHASE 1 LDM UPDATE
Add Task 1G: Add One-on-One Stakeholder Breakout Sessions
with up to Three West Placer Design Firms

This Addendum #2 is made to the Agreement for the **PLACER COUNTY PHASE 1 LDM UPDATE, Placer County, CA** (Agreement) executed on June 24, 2021, by and between **King Engineering, Inc. (King, KEI)** and **Placer County** (Client, County). This Addendum adds additional services to provide up to three one-on-one breakout meetings, each individually, with the three largest West Placer development design firms to further solicit LDM update information.

ADDITIONAL TASKS

TASK 1, ITEM G CONDUCT UP TO THREE ONE-ON-ONE STAKEHOLDER BREAKOUT SESSIONS

(KEI Job #21-12-01) King Engineering will coordinate with the County in arranging up to three one-on-one breakout sessions to solicit additional stakeholder feedback for the Phase 1 LDM update. The three breakout sessions will be held with the three largest West Placer development design firms. Feedback solicited with these meeting will be incorporated into our overall Phase 1 LDM update efforts.

Deliverables: Conduct up to three one-on-one breakout sessions with individual stakeholders

FIXED FEE FOR TASK 1G = \$1,950

Brett Wood

Purchasing Manager
80/5/20